

City Contract No. 25-1060-08

County Contract No. \_\_\_\_\_  
DA Log No. 25CIV000385

## INTERLOCAL COOPERATION AGREEMENT

*between*

**SALT LAKE COUNTY**  
for its Department of Community Services

*and*

**RIVERTON CITY**

**THIS INTERLOCAL COOPERATION AGREEMENT** (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services ("County") and the **RIVERTON CITY**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

### **RECITALS:**

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. City has requested TRCC Funds from the County to help it fund the project described in its Riverton City application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund the design concept for a fishing pond with a park at 4200 West Pond (the "Project"). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

E. The Parties are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Cooperation Act"), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

### **AGREEMENT:**

**NOW THEREFORE**, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

#### **1. COUNTY'S CONTRIBUTION.**

A. Contribution of TRCC Funds. County agrees to reimburse up to **THIRTY SIX THOUSAND DOLLARS (\$36,000.00)** to City from its 2025 TRCC Funds all on the terms and subject to the conditions of this Agreement.

#### **2. CITY'S OBLIGATIONS AND REPRESENTATIONS.**

A. Acknowledgement. City acknowledges that the TRCC Funds provided to City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by City to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(ii) City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application hereto as **EXHIBIT A** by **March 31, 2027**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

D. Match Requirement. If City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall



make the matching contribution so indicated in the amount specified in City's Application. If City fails to make and expend such a matching contribution prior to **March 31, 2027**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://www.saltlakecounty.gov/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require. All requests for reimbursement under this Agreement shall be made on or before **June 30, 2027**. Additionally, if it is later determined that City used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

F. Reporting Requirements. City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://www.saltlakecounty.gov/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2025; December 31, 2026; and June 30, 2027**.

G. Recordkeeping. City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately in the City's books. City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. City shall make its books and records available to the County at reasonable times.

H. Public Funds and Public Monies:

(i) City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in City's possession.

(ii) City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. City expressly agrees that the County may monitor the expenditure of TRCC Funds by City.

(iii) City agrees not to make TRCC Funds or proceeds from such funds

available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

I. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, City agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

K. Representations.

(i) No Officer or Employee Interest. City represents and agrees that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) Ethical Standards. City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

### **3 . GENERAL PROVISIONS:**

A. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) the execution of this Agreement by a duly



authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon City's full expenditure of the TRCC Funds received under this Agreement and upon City's completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, City's obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

C. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. No Obligations to Third Parties. The Parties agree that City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. Agency. No officer, employee, or agent of City or the County is intended to be an

officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(ii) Liability and Indemnification. The County and City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) City's breach of this Agreement; (ii) any acts or omissions of or by City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) City's use of the TRCC Funds. City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to City



under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to City under this Agreement.

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to City of the occurrence thereof.

(b) City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County's determination to contribute TRCC Funds to City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by City under this Agreement are untrue.

(ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to City; and/or

(b) Seek repayment of any TRCC Funds previously paid to City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-days' written notice specifying the nature, extent, and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to City and have been expended by City for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to City.

K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the acceptance of the final project status report. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. Assignment and Transfer of Funds. City shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified, or altered only by an instrument in writing signed by both Parties. If the amendment or modification is



material, the instrument shall be: (i) approved by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

P. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of City warrants his or her authority to do so and to bind City. The County may require City to return all TRCC Funds paid to City based upon a breach of warranty of authority.

S. Counterparts. This Agreement may be executed in counterparts, and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

*[The balance of this page was left blank intentionally – Signature pages follow]*

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY**

**SALT LAKE COUNTY:**

By \_\_\_\_\_  
Mayor Jennifer Wilson or Designee

Dated: \_\_\_\_\_, 2025

***Approved by:***

**DEPARTMENT OF COMMUNITY SERVICES**

By Robert Sampson  
Robert Sampson (Apr 8, 2025 14:27 MDT)  
Robin Chalhoub  
Department Director  
Dated: \_\_\_\_\_, 2025

***Reviewed and Advised as to Form and Legality:***

Craig J.  
By Wangsgard  
Senior Deputy District Attorney

Digitally signed by Craig  
J. Wangsgard  
Date: 2025.03.10  
14:18:35 -06'00'

*[Signatures continue on next page.]*



INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

RIVERTON CITY

By [Signature]  
Name: Trent Staggs  
Title: Mayor  
Dated: 4.1, 2025



Attest:

[Signature]  
Jamie Larsen, City Recorder  
Date signed: 4.1.25

*Approved as to Form and Legality:*

CITY ATTORNEY

By [Signature]  
Name: RYAN CARTER  
Dated: 04/01, 2025

**EXHIBIT A**  
Application



Salt Lake County  
Community Services  
TRCC

**TRCC 2024 Support Program Application (2025 County Fiscal Year)**

Deadline: 6/16/2024

**4200 West Pond - Phase1 Concept Design, PRT (3rd)**

Jump to: [Application Questions](#) [Documents](#)

**USD\$ 36,000.00** Requested

Submitted: 6/14/2024 10:36:41 AM  
(Pacific)

**Additional Contacts**

*none entered*

nathan page  
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**Application Questions** [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #13.

**Project Overview**

**1. Please select one of the following:**

- ☒ New project  
☐ Additional funds for a current project

**2. Please select your support program category:**

*Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.*

- ☐ TOUR - Tourism Project Support  
☒ PRT - Parks, Recreation and Trails Support  
☐ CFSP - Cultural Facilities Support  
☐ CON - Convention Facilities Support  
☐ Other (Please contact the county if you select this option)

**3. Please list the project address if it is different than your business address. If the addresses are the same, then write "n/a".**

13400 South 4401 West

**4. Please provide an overview of your organization, including but not limited to history, programs, services offered, and audiences served.**

Riverton City provides essential services that enhance the quality of life and sense of community for all citizens. We foster an atmosphere of service and collaboration, generating positive citizen involvement

and innovative solutions. We strive to be responsible stewards of public funds and property and act with integrity as we meet the needs of the community.

**5. Please provide us with your project summary.**

*This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, and cost). You will use the Project Details section below to provide specifics on how this will be accomplished.*

The city has an opportunity to develop a utility pond. Riverton's leadership has proactively included in this design to include a tourist destination and a recreation location for the citizens and visitors of Salt Lake County. The city is requesting funds, estimated at \$36,000 to explore a concept design that would include urban fishing and park elements. The city will complete the construction design in fiscal year 2025. This location meets at the ideal intersection of Rose Creek and the Welby Canal (13400 South and 4200 West)

**6. How does your project align with the specified TRCC support program category you selected in Question 2? For PRT and CFSP projects, please include alignment with the County's Visions and Principles.**

*Please refer to the TRCC Guidelines in the Resources tab above for a description of the program categories as well as the County's Visions and Principles.*

This secondary water pond has the potential to double as a future recreation fishing pond and passive park soon. Residents from around Salt Lake County will travel here as a destination to gather as groups and to make and share experiences. Please partner with Riverton City in designing this long-term community asset for residents and visitors to go outside and enjoy nature.

**7. Please provide evidence of local support and community need justifying this project. (Lessees of government-owned facilities must provide landlord's written consent for construction/implementation of proposed improvements.)**

*Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.*

Google Maps reviews are significantly different when comparing the twenty-two (22) reviews of Danny Crump Fishing Pond and the two hundred and eighty-four (284) reviews at Cove at Herriman. Both have positive overall reviews. The Cove is more popular and has local support because of the integrated design of an urban fishery with park elements rather than simply being a fishing pond bordering a park.

**8. Please provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Include attendance data.**

As the city nears build-out, Riverton leaders are looking to the future needs of residents and its long-term assets. Ensuring regular utility projects will also meet the recreational, gathering spaces, and touring needs of citizens and their neighbors. This project will connect to a planned 10-acre park, a regional trail, and a multi-phase development. This multi-phase development is welcoming single-family homes, townhomes, and condominiums on the bordering 40-plus acres. This project will enhance these new citizens who move to this neighborhood and enrich their visitors' stay. By plugging this unique waypoint, both residents and visitors can physically and verbally map their destination.

**9. Detail how the project is integral to your organization's mission.**

The current request is to fund the concept design of enhancing a needed secondary pond to meet the needs of Riverton City citizens' landscaping. This project will use the stored water as a fishing pond and the surrounding areas to include park structures. By enhancing this utility with recreational structures, the city confirms its mission statement of "enhancing the quality of life and sense of community for all citizens."

**10. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you will manage cash flow for the project.**

*You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.*

1) The city has successfully completed several recreation designs and projects over the past few years.

The City secures funding through the general fund (documents uploaded) and manages the cash flow over the annual sequence of the budget. 2) The city received sales tax revenue, the primary source of income, every other month. In addition to maintaining a sensible fund balance, the City has successfully managed many reimbursement projects.

#### **11. Document your ability to raise additional project funds.**

The city will annually budget funds from sales tax or the general fund to maintain all recreation grounds and recreation equipment. The budget includes both routine annual maintenances to preserve our assets and development or upgrading park infrastructure. Attached are the tentative FY25 budget and the three prior year budgets demonstrating this commitment to the public parks.

### **Project Details**

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#### **12. Provide an analysis of the financial impact this project will have on your organization's future finances.**

There may be a modest increase in sales tax revenue from the local convenience store, fuel stops, and barbeque supplies from the grocery stores. The real impact will be more people in nature, encounters with each other, sharing fishing tales, and a spontaneous travel destination.

#### **13. Please specify the type of funding you are requesting.**

*The questions numbers below will change depending on your selection for this question.*

- ☒ Consulting Funding
- ☐ Capital Funding
- ☐ Tourism Promotion Funding

#### **14. Type of consulting services**

Concept Design

#### **15. Goals and objectives of consulting services**

The overall goal for these consulting services is to evaluate the popularity and affordability. Specifically, to consider if this project can include recreational activity in addition to the utility needs of the city. The city would like to increase the popularity of this asset as a tour destination, a recreation area, and a community gathering place.

#### **16. Scope of Work, including key project components, expected deliverables, timeline, and estimated project completion date (if approved).**

*Within your answer to this question, please provide all relevant details that will help reviewers better understand WHAT is included in the project and HOW you will complete it. Please include projected start and completion dates.*

The city needs to build a pond to hold secondary water for their citizens landscape and gardening needs. Riverton's leadership has the foresight to include the possibility of creating a recreational factor to this utilitarian project and plans to obtain a concept design, also in fiscal year 2025.

The city posts a request for proposal, sets a due date (typically two weeks), and collects proposals from qualified firms. An evaluation team will score and award a single, multiple, or combination proposals. The city will open the winning proposals for (90) days for public inspection. The first phase will consist of two concept designs. The second design (for this grant) is to design the secondary storage pond as an urban fishery and park. City staff, the planning commission, and the city council review the final proposals. With the concept design, the city will procure a construction design to bring tourism, recreation, and a gathering place to this community site.

#### **17. Payment schedule for the work and expenses.**

- ☒ I have uploaded a detailed project budget by a qualified professional to the Documents tab.

#### **18. Describe the current facility and specify if it is owned or leased.**



-answer not presented because of the answer to #13-

**19. Scope of Work, including key project components, expected deliverables, timeline, and estimated project completion date (if approved).**

-answer not presented because of the answer to #13-

**20. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.**

-answer not presented because of the answer to #13-

**21. Provide project management information including key personnel and their experience.**

-answer not presented because of the answer to #13-

**22. OPTIONAL: Architectural information including site plan, space program, and schematic design.**

-answer not presented because of the answer to #13-

**23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.**

-answer not presented because of the answer to #13-

**24. Type of tourism promotion services**

-answer not presented because of the answer to #13-

**25. Goals and objectives of tourism promotion services**

-answer not presented because of the answer to #13-

**26. Scope of Work, including key project components, expected deliverables, timeline, and estimated project completion date (if approved).**

-answer not presented because of the answer to #13-

**27. Payment schedule for the promotional work and expenses**

-answer not presented because of the answer to #13-

## Documents [top](#)

### Documents Requested \*

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above)  
[download template](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)

### Required?Attached Documents \*



[TRCCProjectBudgetWorksheet 4200Pond Concept](#)



[FY2025 Tentative Budget](#)  
[FY2024 Budget](#)  
[FY2023 Budget](#)  
[FY2022 Budget](#)



[Riverton City Fishing Pond - Google Maps](#)  
[The Cove at Herriman Springs - Google Maps](#)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

[Architect - Engineer Services - Additional 4200 West Pond](#)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

[En 13617032 COPB to RivCity for West Pond](#)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

CAPITAL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

TOURISM PROMOTION (REQUIRED): Detailed project budget

\* ZoomGrants™ is not responsible for the content of uploaded documents.

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**EXHIBIT B**  
Program Budget



TRCC Project Budget Worksheet

|                             |              |
|-----------------------------|--------------|
| Project Summary:            |              |
| Total Project Budget        | \$ 36,000.00 |
| Total Funding Sources       | \$ -         |
| County Funding Requested    | \$ 36,000.00 |
| Projected Surplus/(Deficit) | \$ -         |

|                 |                          |
|-----------------|--------------------------|
| Date:           | May 31, 2024             |
| Project Name:   | 4200 West Pond - Concept |
| Applicant Name: | City of Riverton         |
| Contact Name:   | Nathan Page              |
| Contact Email:  | npage@rivertonutah.gov   |

Project Budget:

|                      | Projected Cost | Detail  |
|----------------------|----------------|---|
| Consultant           | \$ 36,000.00   | design concept for fishing pond with park at 4200 West Pond |
|                      |                |   |
|                      |                |   |
|                      |                |   |
|                      |                |   |
|                      |                |   |
|                      |                |   |
|                      |                |   |
| Total Project Budget | \$ 36,000.00   |   |

Funding Sources:

|                       | Secured | Unsecured | Total | Detail |
|-----------------------|---------|-----------|-------|--------|
|                       |         |           | \$ -  |        |
|                       |         |           | \$ -  |        |
|                       |         |           | \$ -  |        |
|                       |         |           | \$ -  |        |
|                       |         |           | \$ -  |        |
|                       |         |           | \$ -  |        |
|                       |         |           | \$ -  |        |
|                       |         |           | \$ -  |        |
| Total Funding Sources | \$ -    | \$ -      | \$ -  |        |